

LEASE AMENDMENT REGARDING POOLING

WHEREAS, on May 1, 2005, Dickeson Farm, Ltd. as Lessor executed a Paid Up Oil and Gas Lease in favor of FSOC Gas Co., Ltd., as Lessee covering the real property described on Exhibit "A" attached hereto, a Memorandum Giving Notice of such lease is recorded in Volume 3590, Page 140, Official Public Records of Johnson County, Texas and as Document #D205217667 in the Real Property Records of Tarrant County, Texas (the "Dickeson Farm Lease");

WHEREAS, on May 1, 2005, Carol Jean Moody, individually and Sherrill D. Wolford as Trustee of the Sherrill D. Wolford Trust U/A dated February 24, 1994, as amended as Lessors executed a Paid Up Oil and Gas Lease in favor of FSOC Gas Co., Ltd., as Lessee covering the property described on Exhibit "B" attached hereto, a Memorandum Giving Notice of such lease is recorded in Volume 3590, Page 134, Official Public Records, Johnson County, Texas and as Document #D205217666 in Real Property Records, Tarrant County, Texas (the "Moody-Wolford Lease");

WHEREAS, the Dickeson Farm Lease and the Moody-Wolford Lease together are sometimes referred to herein as "both leases";

WHEREAS, Carol Jean Moody, individually and Sherrill D. Wolford as Trustee of the Sherrill D. Wolford Trust U/A dated February 24, 1994, as amended have recently conveyed a portion of their mineral interests to the following entities:

Stephen T. Moody Irrevocable Trust,
Stephen T. Moody, Trustee
PO Box 725
Fort Worth, TX 76101

Leigh A. Moody Irrevocable Trust,
Leigh A. Moody, Trustee
1434 Briar Circle
Crowley, TX 76036

The Donald D. Wolford Irrevocable Trust,
Donald D. Wolford, Trustee
39017 Prentiss St., Apt. 102
Harrison Township, MI 48045

The Cynthia L. Wolford Irrevocable Trust,
Cynthia L. Wolford, Trustee
2535 W. Plata Ave.
Mesa, AZ 85202

and each of the above mineral owners, and Dickeson Farm, Ltd., collectively, are sometimes hereafter referred to as "Lessors";

WHEREAS, both leases restrict pooling by the Lessee;

WHEREAS, Chesapeake Exploration, L.L.C. ("Chesapeake") is the current Lessee of both leases;

WHEREAS, Chesapeake desires to create a pooled unit combining 133.39 acres out of both leases with 152.05 adjacent acres out of the Horse Creek Farms area to create a unit containing no more than 285.44 acres (the "Horse Creek Unit");

WHEREAS, the Lessors under both leases are willing to agree to the creation of the above pooled unit on the following terms and conditions;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Chesapeake and the Lessors hereby agree as follows:

1. The Horse Creek Unit will be made up of no more than 285.44 acres, at least 133.39 acres of which will be made up of a portion of the acreage described in both leases, which acreage is at least partially owned by the Lessors. The remaining 152.05 acres will come from the adjacent Horse Creek Farms landowners. The proposed unit will cover the acreage described on Exhibit "C" attached hereto;

2. On or before March 31, 2008, Chesapeake must drill or caused to be drilled at least two horizontal wells to the Barnett Shale Formation on the Horse Creek Unit. Both wells must be fractured, producing and tied into the sales line on or before June 30, 2008.

3. On or before November 30, 2008, Chesapeake must drill or caused to be drilled at least two additional horizontal gas wells to the Barnett Shale Formation on the Horse Creek Unit. Both of these wells must be fractured, producing and tied into the sales line on or before January 31, 2009.

4. For each well fewer than four that Chesapeake does not drill, fracture, tie in and begin sales by its cutoff dates in Paragraphs 2 and 3 above, Chesapeake shall pay the Lessors two thousand dollars (\$2,000.00) per net mineral acre owned by the Lessors in the Horse Creek Unit.

5. Two of the first three wells required above must be drilled in a northwesterly direction onto the Horse Creek acreage (as opposed to a southeasterly direction onto the Lessors' acreage). In addition to the remedy in Paragraph 4 above, if fewer than two out of the first three wells required above are drilled in a northwesterly direction onto the Horse Creek acreage, Chesapeake shall pay the Lessors under both leases \$2,000 per net mineral acre owned by Lessors in the Horse Creek Unit for each well fewer than two out of the first three that are drilled in a northwesterly direction.

6. The Horse Creek Unit Agreement shall contain the following provision:

The parties hereto agree (1) that the commencement of operations for drilling on this pooled unit, the drilling or reworking of a well on this pooled unit or the production of oil, gas and other minerals from this unit shall serve only to maintain the leases from (a) Carol Jean Moody, individually, and Sherrill D. Wolford as Trustee of the Sherrill D. Wolford Trust U/A dated February 24, 1994, as amended and (b) Dickeson Farm, Ltd. (being lease numbers TX2204312-001 and TX2674201-000 described on Exhibit A attached hereto) (hereafter, the "Moody/Wolford/Dickeson Leases") in force as to the portion of the Moody/Wolford/Dickeson Leases acreage included in this pooled unit, and that (2) the commencement of operations for drilling outside this pooled unit, the drilling or reworking of a well outside this pooled unit or the production of oil, gas and other minerals outside this unit shall not maintain the Moody/Wolford/Dickeson Leases in force as to that portion of the Moody/Wolford/Dickeson Leases acreage included in this pooled unit.

7. Both leases are amended to the extent of the terms of this Agreement and to the extent there is any conflict between both leases and this Agreement, this Agreement shall control.

This Agreement shall be binding on the parties hereto, their successors and assigns and the obligations herein shall be covenants running with the land.

EFFECTIVE this 3rd day of April, 2007.

DICKESON FARM, LTD.

By: Dickeson Property Management, LLC

By: Sherrill D. Wolford
Sherrill D. Wolford, Manager

By: Carol Dickeson Moody
Carol Dickeson Moody, Manager

SHERRILL D. WOLFORD TRUST U/A
DATED FEBRUARY 24, 1994, AS AMENDED

By: Sherrill D. Wolford
Sherrill D. Wolford, Trustee

Carol Jean D. Moody
Carol Jean D. Moody

STEPHEN T. MOODY IRREVOCABLE TRUST

By: Stephen T. Moody
Stephen T. Moody, Trustee

LEIGH A. MOODY IRREVOCABLE TRUST

By: Leigh A. Moody
Leigh A. Moody, Trustee

THE DONALD D. WOLFORD IRREVOCABLE
TRUST

By: Donald D. Wolford
Donald D. Wolford, Trustee

THE CYNTHIA L. WOLFORD IRREVOCABLE
TRUST

By: Cynthia L. Wolford
Cynthia L. Wolford, Trustee

CHESAPEAKE EXPLORATION, L.L.C.,
successor by merger to Chesapeake Exploration
Limited Partnership

By: Henry J. Hood
Henry J. Hood, Senior Vice President – Land
and Legal & General Counsel

SST
VGS
CTM

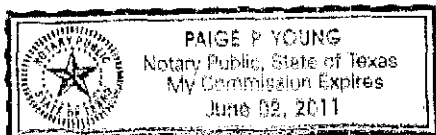
STATE OF MICHIGAN
COUNTY OF WAYNE

This instrument was acknowledged before me this 18th day of January, ~~2007~~²⁰⁰⁸, by Sherrill D. Wolford, Trustee of the Sherrill D. Wolford Trust U/A dated February 24, 1994, as amended and as Manager of Dickeson Property Management, LLC on behalf of Dickeson Farm, Ltd.

Sharon M. Dulchavsky
SHARON M. DULCHAVSKY
 Notary Public, Macomb County, MI
 Notary Public - State of Michigan
 Residing in Wayne County, MI
My Commission Expires June 20, 2013

STATE OF TEXAS
COUNTY OF TARRANT

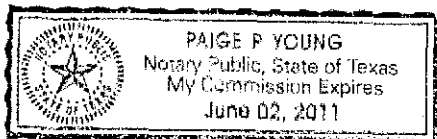
This instrument was acknowledged before me this 25th day of April 2008, ~~2007~~, by Carol Dickeson Moody, individually and as Manager of Dickeson Property Management, LLC on behalf of Dickeson Farm, Ltd. .



Daniel Yang
Notary Public - State of Texas

STATE OF TEXAS
COUNTY OF TARRANT

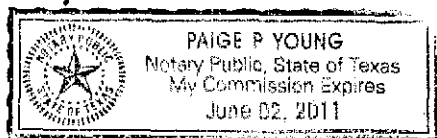
This instrument was acknowledged before me this 25th day of April 2008,
2007, by Stephen T. Moody, Trustee of the Stephen T. Moody Irrevocable Trust.



Paige P. Gray
Notary Public - State of Texas

STATE OF TEXAS
COUNTY OF Tarrant

This instrument was acknowledged before me this 25th day of April 2008
2008, by Leigh A. Moody, Trustee of the Leigh A. Moody Irrevocable Trust.



Paige Byrum
Notary Public - State of Texas

STATE OF MICHIGAN
COUNTY OF Wayne

This instrument was acknowledged before me this 19 day of January, ~~2007~~ 2008, by Donald D. Wolford, Trustee of the Donald D. Wolford Irrevocable Trust.


Notary Public - State of Michigan
ANGELA PRANTZALOS

ANGELA PRANTZALOS
Notary Public, Macomb County, MI
Residing in Wayne Co., MI
My Commission Expires 03/19/2008

STATE OF ARIZONA
COUNTY OF Maricopa

This instrument was acknowledged before me this 11 day of February 2007, by Cynthia L. Wolford, Trustee of the Cynthia L. Wolford Irrevocable Trust.

by Cynthia L. Wyllie, Trustee
Cynthia L. Wyllie ✓

[Signature]
Notary Public - State of Arizona



Notary Public State of Arizona
Maricopa County
Douglas W Coen *DWC*
Expires October 28 2008

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

This instrument was acknowledged before me on this 13th day of December, 2007, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company.

Natalie N. Stockton
Notary Public - State of Oklahoma

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Tract 1: Being 65.166 acres, more or less, out of the H. G. Catlett Survey No. 10, Abstract - 177, Johnson County, Texas, and being more particularly described in that certain General Warranty Deed dated December 27, 1993 from Grace Dickeson to the Grace Dickeson Revocable Trust recorded in Volume 1752, Page 895 of the Deed Records, Johnson County, Texas.

Tract 2: A total of 54.084 acres of land, more or less, and being more particularly described in two tracts as follows:

Tract A) 52.378 acres, more or less, out of the H.G. Catlett Survey, A-181, Johnson County, Texas and being more particularly described by metes and bounds as the 52.378 acre tract in that certain Special Warrant Deed dated September 1, 2004 from Jean Dickeson Moody to Dickeson Farm, Ltd., recorded in Volume 3383, Page 868 of the Deed Records, Johnson County, Texas.

Tract B) 1.706 acres, more or less, out of the H. G. Catlett Survey, A-181, Johnson County, Texas and being more particularly described by metes and bounds as the 1.706 acre tract in that certain Special Warrant Deed dated September 1, 2004 from Jean Dickeson Moody to Dickeson Farm, Ltd., recorded in Volume 3383, Page 853 of the Deed Records, Johnson County, Texas.

Tract 1: Being 100 acres, more or less, out of the H. G. Catlett Survey, A-181, Johnson County and Tarrant County, Texas, and being more particularly described by metes and bounds as the 100.00 acre tract in that certain Warranty Deed dated December 22, 1958 from C. B. Dickeson and Mrs. Mildred Dickeson, husband and wife, county of Cooke, State of Texas to Welbourn Dickeson and recorded in Volume 424, Page 72 of the Deed Records, Johnson County, Texas.

Tract 2: A net 129.0075 acres, more or less, and being more particularly described as follows:

Being 139.5 acres, more or less, out of the H. G. Catlett Survey, A-181, Johnson County and Tarrant County, Texas, and being more particularly described by metes and bounds as the 139.5 acre tract in that certain Warranty Deed dated December 22, 1958 from C. B. Dickeson and Mrs. Mildred Dickeson to Welbourn Dickeson recorded on Volume 424, Page 72 of the Deed Records, Johnson County, Texas.

SAVE AND EXCEPT: 5.2475 acres, more or less, out of the 139.5 acres, and being more particularly described by the metes and bounds in the certain Warranty Deed dated April 23, 1979 from Welbourn Dickeson and Grace Dickeson, husband and wife to C. B. Fincher and Elizabeth Fincher recorded in Volume 794, Page 353 of the Deed Records, Johnson County, Texas.

SAVE AND EXCEPT: 5.2475 acres, more or less, and being more particularly described by the metes and bounds in the certain Warranty Deed dated April 23, 1979 from Welbourn Dickeson and Grace Dickeson, husband and wife to Dolores Anders, Femme Sole recorded in Volume 794, Page 349 of the Deed Records, Johnson County, Texas.

Tract 3: Being 105.416 acres, more or less, and being more particularly described as follows:

Being 159.5 acres, more or less, out of the H. G. Catlett Survey, A-181, Johnson County, Texas, and being more particularly described by metes and bounds as the 159.5 acre tract in that certain Warranty Deed dated May 31, 1950 from Mrs. Naomi Ethel Brister, a widow; Willard High and Mrs. Doris Brister High, husband and wife; all residents of McLennan County, Texas; Taylor Clairborne and Mrs. Sylvia Brister Claiborne, husband and wife, of Crittenden County, Arkansas; and Lamoine Langston and Mrs. Greta Brister Langston, husband and wife, county of Bernalillo, State of New Mexico to C. F. Dickeson and Mrs. Sarah Dickeson, husband and wife, county of Cooke, State of Texas recorded in Volume 373, Page 503 of the Deed Records, Johnson County, Texas.

SAVE AND EXCEPT: 52.378 acres, more or less, out of the H. G. Catlett Survey, A-181, Johnson County, Texas and being more particularly described by metes and bounds as the 52.378 acre tract in that certain Special Warranty Deed dated September 1, 2004 from Jean Dickeson Moody to Dickeson Farm, Ltd., recorded in Volume 3383, Page 868 of the Deed Records, Johnson County, Texas.

SAVE AND EXCEPT: 1.706 acres, more or less, out of the H. G. Catlett Survey, A-181, Johnson County, Texas and being more particularly described by metes and bounds as the 1.706 acre tract in that certain Special Warranty Deed dated September 1, 2004 from Jean Dickeson Moody to Dickeson Farm, Ltd., recorded in Volume 3383, Page 853 of the Deed Records, Johnson County, Texas.

LAMPE SURVEYING
PROFESSIONAL LAND SURVEYORS
P. O. Box 2037 - 1408 West Main Street
Brenham, Texas 77834-2037
(979) 836-6677 - Fax (979) 836-1177

CHESAPEAKE OPERATING, INC.
HORSE CREEK UNIT
285.44 ACRES
JOHNSON and TARRANT COUNTIES, TEXAS

Being 285.44 acres of land, lying and being situated in Johnson and Tarrant Counties, Texas in the H. G. Catlett Survey, A-181, Johnson County and A-371, Tarrant County, in the J. W. Gorbett Survey, A-305, Johnson County and A-608, Tarrant County and in the U. Mendoza Survey, A-545, Johnson County, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for the northwest corner of this unit, being at the occupied northwest corner of said J. W. Gorbett Survey, A-608;

THENCE along north lines hereof, as follows:

South 88 degrees 10 minutes 32 seconds East, 1342.46 feet to a 1" iron rod found;

South 69 degrees 30 minutes 08 seconds East, 1115.56 feet; and

South 65 degrees 40 minutes 59 seconds East, 103.11 feet to a 1" iron rod found in the east margin of the A.T. & S.F. Railroad, being the northeast corner of this unit;

THENCE along said railroad margin, South 10 degrees 12 minutes 57 seconds West, 923.59 feet to an interior corner of this unit;

THENCE along the northeast line of this unit, South 44 degrees 20 minutes 40 seconds East, 3889.85 feet to the east corner hereof in the northwest line of Cedar Ridge Addition, Section One (8/661, Plat Records of Johnson County, Texas);

THENCE along the southeast line of this unit, South 45 degrees 15 minutes 42 seconds West, 1789.95 feet to the south corner of this unit, being on the northwest line of a RCPT Properties I, LP tract (2387/665, O.R.J.C., Tx.);

THENCE along the southwest lines of this unit, as follows:

North 44 degrees 28 minutes 45 seconds West, 3239.02 feet; and

North 72 degrees 39 minutes 37 seconds West, 1604.66 feet to a 1/2" iron rod found for the southwest corner of a Deborah Kay McPhee tract (2601/710, O.R.J.C., Tx.);


THENCE along the west line of this unit, North 00 degrees 48 minutes 01 seconds East, 2637.45 feet to the PLACE OF BEGINNING, containing 285.44 ACRES of land, more or less.

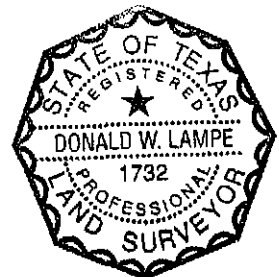
Reference is hereby made to a separate plat of the subject unit.

Bearings are based on Texas State Plane - NAD 27- North Central Zone 4202, as obtained by GPS observations.

Prepared by Lampe Surveying for Chesapeake Operating, Inc. from a partial on the ground survey and from deeds, plats and other instruments furnished by Chesapeake Operating, Inc.

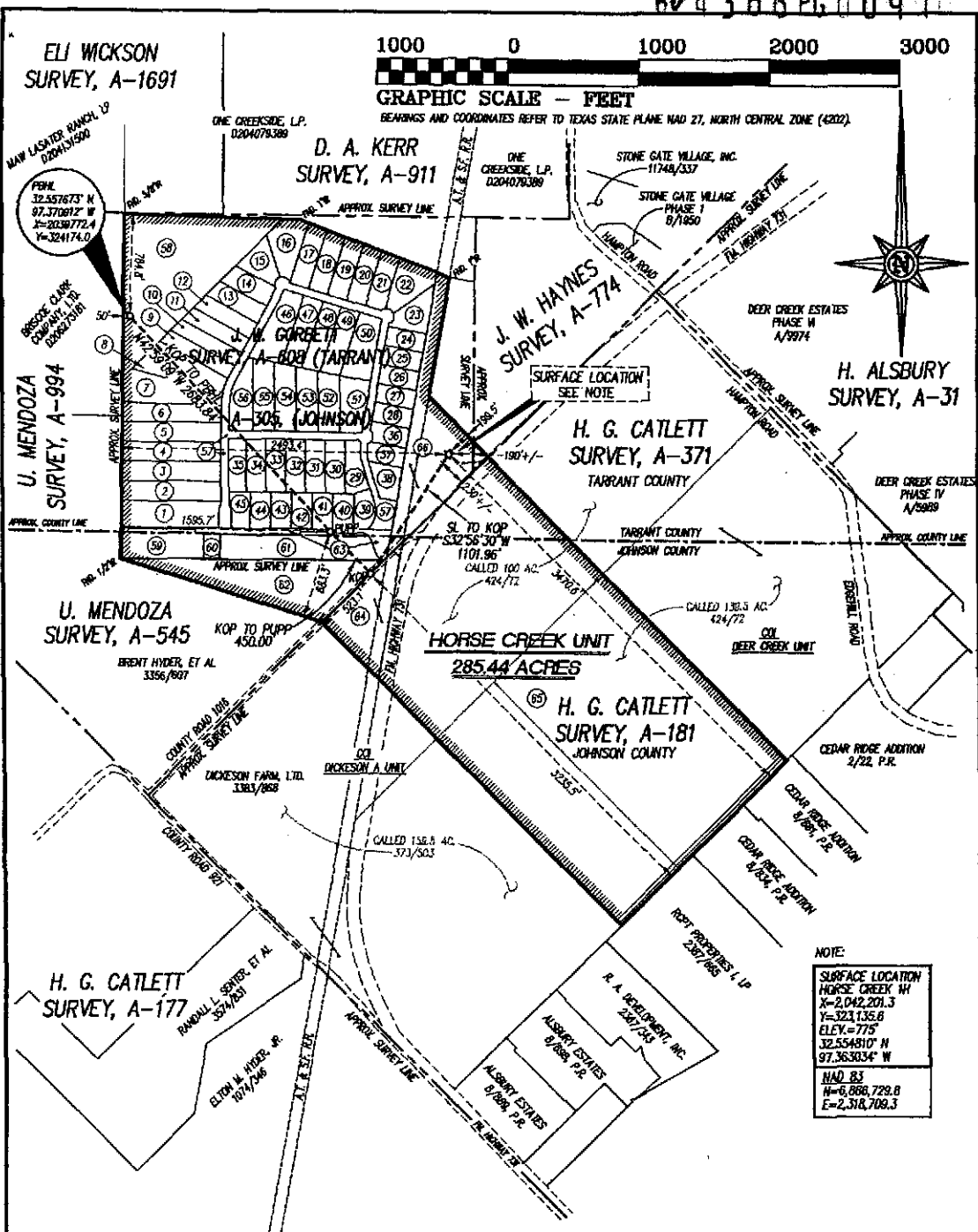
Dated this the 24th day of August, 2007.


Donald W. Lampe
R.P.L.S. No. 1732



2422-07
2422HorseCreek

EXHIBIT "C"



KOP=KICK OFF POINT
PUFF=PROPOSED UPPER PERFORATION POINT

Title & As Drilled data furnished by CHESAPEAKE OPERATING, INC.
Reference is hereby made to a separate tract listing.
Prepared from a partial on the ground survey, prior unit plat, deeds and other instruments furnished by CHESAPEAKE OPERATING, INC.

THE STATE OF TEXAS
COUNTIES OF JOHNSON & TARRANT

I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429 of the State of Texas, do hereby certify that this plat accurately shows the surface location of the subject well as staked on the ground under my direction.

Dated this the 14th day of August, 2007. *Matt D. Lampe*
Matt D. Lampe
R.P.L.S. No. 5429

CHESAPEAKE OPERATING, INC.
HORSE CREEK 1H
JOHNSON & TARRANT COUNTIES, TEXAS
Surface location is approximately 14.1 miles south of Fort Worth, Tarrant County, Texas.

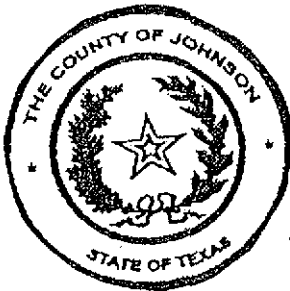
LAMPE SURVEYING
PROFESSIONAL LAND SURVEYORS
DONALD W. LAMPE MATT D. LAMPE
1408 WEST MAIN STREET
P. O. BOX 2037
BREXHAM, TEXAS 77834
(879) 836-6677 • FAX (879) 836-1177
WO 2422 2422RRC153.DWG 2422COL.DOC

WARNING --- THIS IS PART OF THE OFFICIAL RECORD
DO NOT DESTROY

Filed For Record 3:53 AM ☐ PM ☒

MAY 28 2008

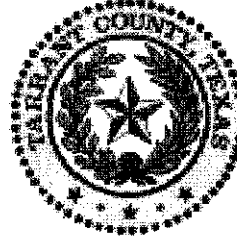
County Clerk Johnson County
By MC Deputy



STATE OF TEXAS
COUNTY OF JOHNSON

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown heron.


CURTIS H. DOUGLAS, COUNTY CLERK
JOHNSON COUNTY, TEXAS



RECTOR & EARGLE
1315 WEST 10TH ST

FT WORTH TX 76102

Submitter: RECTOR & EARGLE P C

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

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Filed For Registration: 06/25/2008 06:48 AM
Instrument #: D208242923
OPR 12 PGS \$56.00

By: _____



D208242923

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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